



DocuSign Envelope ID: 73747139-47BF-4707-B198-00029F469477

**CONTRACT CONTROL FORM****RECEIVED****PROJECT**

**NO:** 578080 **CONTACT PERSON:** Derrick Green  
**CCN:** 202 400692  
**(New/Existing)** New

**Type of Paperwork** IIA Pro B  
**Project Name/Description**  
**(From CTS):** Blake's Lotaburger Store 45  
**Developer/Owner/Vendor** Brycon Corporation

**Contract Amount** \$262,074.64 **Contract Period:** 11.30.23 - 7.31.25

**FINAL CONTRACT REVIEW****APPROVALS REQUIRED:**

	<b>Approved By</b>	<b>Approval Date</b>
<b>DRC Manager</b>	<u>[Signature]</u>	<u>11/30/2023   8:39 AM MST</u>
<b>Legal Department</b>	<u>[Signature]</u>	<u>11/30/2023   9:05 AM MST</u>
<b>City Engineer</b>	<u>[Signature]</u>	<u>11/30/2023   10:03 AM MST</u>
<b>Hydrology Engineer</b>	<u>                    </u>	<u>                    </u>
<b>Transportation Engineer</b>	<u>                    </u>	<u>                    </u>
<b>Construction Engineer</b>	<u>                    </u>	<u>                    </u>
<b>OTHER: <u>CAO</u></b>	<u>                    </u>	<u>                    </u>

**DISTRUBUTION:**

**Date:** 12/4/23 **By:** [Signature]  
**Received by City clerk**



**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

**AGREEMENT TO CONSTRUCT**  
**PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS**

**Project Name:** Blake's Lotaburger Store 45  
**Project Number:** 578080

THIS AGREEMENT is made upon the date of the latest signature below, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and Brycon Corporation ("Developer"), a New Mexico Corporation (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is jbarton@brycon.com, whose address is 8400 Firestone Lane NE (Street or PO Box) Albuquerque, NM (City, State), 87113 (Zip Code) and whose telephone number is (505) 433-3664, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital.** The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] Lots 6, 7, 8, 9, & 10, Block L, Northern Heights Addition and Tract Q-2 Atrisco Business Park Unit 2 recorded on 07/03/2003, attached, page 19 of 22, as Document No. 2003115823 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] Blake's Lotaburger LLC ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Preliminary Final Plat PR-2021-005009 describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the Final Plat, Building Permit or the Site Plan.

2. **Improvements and Construction Deadline.** The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6, at no cost to the City. All of the improvements on Exhibit A are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and

them as “Deferred” and they are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City’s Development Review Board (“DRB”), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual (“DPM”), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 4)

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The

Contractor shall provide proof of proper licensure to complete the improvements. If the Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. The City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data as required for project close out, and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. The City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review.

D. Additional Testing. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow

deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: Bond  
Amount: \$ 262,074.64  
Name of Financial Institution or Surety providing Guaranty: Traveler's Casualty & Surety Company of America  
Date City first able to call Guaranty (Construction Completion Deadline): July 31, 2025.  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: \_\_\_\_\_  
Additional information: \_\_\_\_\_

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City.

Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

21. Form Not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

DEVELOPER: Brycon Corporation

By [Signature]:

Name [Print]: Johnny Barton

Title: Division Manager

Dated: 10 Nov 2023

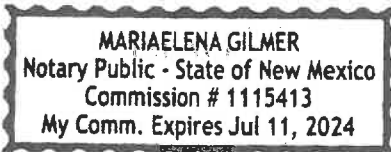
DEVELOPER'S NOTARY

STATE OF NEW MEXICO)

) ss.

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 10th day of November, 2023 by  
[name of person:] Johnny Barton, [title or capacity, for instance, "President" or "Owner":] Division  
Manager of [Developer:] Brycon Corporation.



[Signature]  
Notary Public

My Commission Expires: 7/11/2024



CITY OF ALBUQUERQUE:

DocuSigned by:  
By: Shahab Biazar  
C:\Users\BIAZAR\Documents  
Shahab Biazar, P.E., City Engineer

DS  
KV DS  
BMR

Agreement is effective as of (Date): 11/30/2023 | 10:03 AM MST

CITY'S NOTARY

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

This instrument was acknowledged before me on this 30<sup>th</sup> day of November, 2023  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf  
said corporation.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Rachael Miranda  
Commission No. 1119740  
November 09, 2025

Rachael Miranda  
Notary Public

My Commission Expires: 11-9-2025

[EXHIBIT A ATTACHED]  
[POWER OF ATTORNEY ATTACHED IF DEVELOPER  
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]

**POWER OF ATTORNEY**

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Developer's Property.

STATE OF NEWMEXICO)

) ss.

COUNTY OF BERNALILLO)

[State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] \_("Owner"), of [address:] 3205 Richmond Drive NE [City:] Albuquerque, [State:] New Mexico [zip code:] 87107, hereby makes, constitutes and appoints [name of Developer:] Brycon Corporation ("Developer") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Developer full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") Integrated Development Ordinance requirements regarding the real estate owned by me and described in Section 1 of the Infrastructure Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Developer lawfully does or causes to be done by virtue of the power herein conferred upon the Developer.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Developer. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER

By [Signature:]



Name [Print]: Ross Brown

Title: Vice President of Facilities & Development

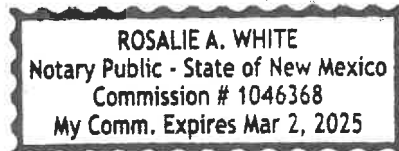
Dated: 11/13/23

The foregoing Power of Attorney was acknowledged before me on Nov 13,  
2023 by [name of person:] ROSS BROWN, [title or capacity, for  
instance "President":] VICE PRESIDENT of [Owner:]  
BLAKE'S HOTBURGER LLC on behalf of the Owner.

(SEAL)

  
Notary Public

My Commission Expires: 3/2/2025



**INFRASTRUCTURE BOND  
(Procedure B)**

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Bond No. [Surety's No:] 107904951

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**INFRASTRUCTURE IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] Brycon Corporation ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] New Mexico Corporation as "Principal", and [name of surety:] Traveler's Casualty & Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] one hundred sixty-three thousand seventy-one and 95/100 Dollars, ([amount in figures:] \$ 163,071.95), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of Developer's Property:] Blake's Lotaburger Store 45 ("Developer's Property"), City Project No. 578080 ; and

WHEREAS, said Developer's Property is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Integrated Development Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]  
water, sewer, asphalt pavement, curb & gutter, sidewalk, valley gutter, drive pad  
("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of Developer:] Brycon Corporation and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on \_\_\_\_\_, 20 \_\_\_\_ as Document Number \_\_\_\_\_, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] 107904951

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] July 31, 2025 ("the Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed 9th day of November, 2023.

**DEVELOPER**

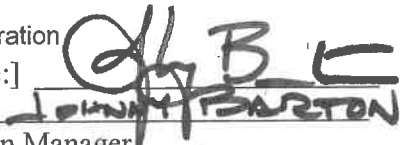
Brycon Corporation

By [signature:]

Name:

Title: Division Manager

Dated:

  
JOHNNY BARTON  
15 Nov 2023

**SURETY**

Travelers Casualty and Surety Company of America

By [signature:]

Name: Josh Lujan

Title: Attorney-In-Fact

Dated: November 9, 2023



\*NOTE: Power of Attorney for Surety must be attached.



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

# POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Josh Lujan of ALBUQUERQUE New Mexico, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of November, 2023.



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

## INCREASE RIDER

BOND AMOUNT \$163,071.95 BOND NO. 107904951

To be attached and form a part of Bond No. 107904951 dated the 9th Day of November, 2023, executed by Travelers Casualty and Surety Company of America as surety, on behalf of Brycon Corporation as current principal of record, and in favor of City of Albuquerque, as Obligee for Blake's Lotaburger Store 45; City Project No. 578080; Water, Sewer, Asphalt Pavement, Curb & Gutter, Sidewalk, Valley Gutter, Drive Pad Improvements; Albuquerque, NM, and in the amount of One Hundred Sixty Three Thousand Seventy One Dollars and 95/100 (\$163,071.95).

In consideration of Blake's Lotaburger Store 45; City Project No. 578080; Water, Sewer, Asphalt Pavement, Curb & Gutter, Sidewalk, Valley Gutter, Drive Pad Improvements; Albuquerque, NM it is understood and agreed that Travelers Casualty and Surety Company of America hereby consents that effective from the 9th Day of November, 2023, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: One Hundred Sixty Three Thousand Seventy One Dollars and 95/100 (\$163,071.95)

TO: Two Hundred Sixty Two Thousand Seventy Four Dollars and 64/100 (\$262,074.64)

The INCREASE of said bond penalty shall be effective as of the 9th Day of November, 2023, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 28th Day of November, 2023

**Brycon Corporation**  
**PRINCIPAL**

BY

Travelers Casualty and Surety Company of America  
**SURETY**

BY

Josh Lujan, ATTORNEY-IN-FACT



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Josh Lujan of ALBUQUERQUE, New Mexico, their true and lawful Attorney-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:

*Robert L. Raney*

Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Anna P. Nowik*

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointees and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28<sup>th</sup> day of November, 2023.



*Kevin E. Hughes*

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

August 16, 2023

Type of Estimate: I.I.A. Procedure B with FG

Project Description: Blake's Restaurant, 641 Coors Blvd NW  
Project ID #: 578080 Tract Q-2-A of Atrisco Business Park Unit 2

Requested By: Jeffrey Romanowski

Approved Estimate Amount: \$ 163,071.95

Contingency Amount: 10.00% \$ 16,307.20

Subtotal: \$ 179,379.15

PO Box 1293 NMGR: 7.625% \$ 13,677.66

Subtotal: \$ 193,056.80

Albuquerque, NM Engineering Fee: 6.60% \$ 12,741.75

New Mexico 87103 Testing Fee: 2.00% \$ 3,861.14

Subtotal: \$ 209,659.69

www.cabq.gov FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 262,074.64

APPROVAL:

DATE:

Aug. 16, 2023

Notes: Plans not yet approved.

**Walker Engineering**  
**OPINION OF PROBABLE CONSTRUCTION COSTS**  
**TRACT Q-2-A of Atrisco Business Park Unit 2**

Date Prepared: 8/15/2023  
 Date of Plans: 9/20/2022  
 Project: Blake 45  
 Prepared By: M Rodriguez  
 Reviewed By: J Romanowski

**PAVEMENT WORK**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
301.02	SUBGRADE PREP, 12"	755.4	SY	4.08	\$ 3,082.03
302.01	ABS 6"	755.4	SY	11.41	\$ 8,619.11
336.022	ASP CONC, Superpave 2", M	755.4	SY	19.81	\$ 14,864.47
340.01	SDWK, 4", PCC	266.6	SY	\$ 65.22	\$ 17,387.65
340.02	DRVPD 6" PCC	133.3	SY	\$ 93.75	\$ 12,496.88
340.025	WLCHR ACC RAMP, 4" PCC	2.0	EA	\$ 2,726.08	\$ 5,452.16
340.03	VLY GUT & CURB, PCC	89.0	SY	\$ 97.83	\$ 8,706.87
340.05	C & G, STD, PCC	327.0	LF	\$ 29.27	\$ 9,571.29
343.08	CURB & GUT, PCC, R&D	350.0	LF	\$ 9.59	\$ 3,356.50
343.085	SDWK, 4" PCC, R & D	71.0	SY	\$ 11.73	\$ 832.83
343.09	EXIST, SDWK & DRVEPAD, R&D	313.0	LF	\$ 12.78	\$ 4,000.14
343.132	ART PVMTR, R&R, W/M	53.0	SY	\$ 100.16	\$ 5,308.48
Subtotal					\$ 93,778.42

**UTILITY SERVICES**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
425.102	EL PB, REM & REL	1	EA	7500	\$ 7,500.00
701.01	TRCH, BF, 4-15" SAS, <8"	270	LF	27.18	\$ 7,338.60
801.003	8" WL PIPE, w/g FIT	87	LF	58.21	\$ 5,064.27
801.118	EXST FH, REM & REL	1	EA	\$ 1,222.82	\$ 1,222.82
802.32	1-1/2" SVC LN, REPL & TRNS	1	EA	3107.14	\$ 3,107.14
802.34	3/4" WTR MTR, RELOC	1	EA	470.9	\$ 470.90
802.36	1-1/2" WTR MTR, RELOC	1	EA	2042.18	\$ 2,042.18
901.03	8" SAS PIPE	270	LF	26.3	\$ 7,101.00
901.05	MH CONN, <15"	1	EA	1477.84	\$ 1,477.84
915.1	CTH BSN, A, SG	1	EA	\$ 7,010.84	\$ 7,010.84
920.01	MH, 4" DIA, C, <6" D	3	EA	\$ 4,442.92	\$ 13,328.76
Subtotal					\$ 55,664.35

**SUMMARY OF ESTIMATED PROJECT COSTS**

DESCRIPTION	TOTAL COST
PAVEMENT WORK	\$ 93,778.42
UTILITY SERVICES	\$ 55,664.35
Project Subtotal	\$ 149,442.77
4.01, Staking (1.43%)	\$ 2,137.03
6.05 MOB (4.26%)	\$ 6,366.26
19.01, Traffic Control & Barricading (3.43%)	\$ 5,125.89
Project Subtotal	\$ 163,071.95
Contingency (20%)	\$ 32,614.39
Total Estimated Project Cost	\$ 195,686.34

Approved as basis of financial guaranty, Aug. 16, 2023

*[Signature]*

Current DRC  
Project Number: PR-2021-005009

FIGURE 12

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

TO SUBDIVISION IMPROVEMENTS AGREEMENT  
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

Date Submitted: \_\_\_\_\_  
Date Site Plan Approved: \_\_\_\_\_  
Date Preliminary Plat Approved: \_\_\_\_\_  
Date Preliminary Plat Expires: \_\_\_\_\_  
DRB Project No.: PR-2021-005009  
DRB Application No.: SD-2021-00091

TRACT Q-2-A of Atrisco Business Park Unit 2

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Lots 6, 7, 8, 9 & 10, Block L, Northern Heights Addition and Tract Q-2 Atrisco Business Park Unit 2

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	P.E.
		30' Width	Drive Entrance	Coors Blvd NW	18' north of SE _____ Property Corner_	58' north of SE Property Corner_	/	/
		6' Width	6' Wide Sidewalk with ADA Ramps	Coors Blvd NW	NE Property Corner	SE Property Corner	/	/
		6' Width	6' Wide Sidewalk with ADA Ramps	Fortuna Rd.	NW Property Corner	NE Property Corner	/	/
		11' Width	Asphalt Paving for Installation of Deceleration lane	Coors Blvd NW	NE Property Corner	SE Property Corner	/	/
		252 LF	Curb and Gutter	Coors Blvd NW	NE Property Corner	SE Property Corner	/	/
		75 LF	Curb and Gutter	Fortuna Rd.	NW Property Corner	NE Property Corner	/	/
		3' Width	Median Valley Gutter	Coors Blvd NW	NE Property Corner	SE Property Corner	/	/
		8' Width	Median Valley Drop Inlet	Coors Blvd NW	~120' north of SE Property Corner		/	/
			Relocated Fire Hydrant	Coors Blvd NW	~135' north of SE Property Corner		/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Cnst Engineer
			Relcoated Traffic Pull Box	Coors Blvd NW	~68' north of SE Property Corner		/	/	/
		1 1/2"	1 1/2" Water Meter	Coors Blvd NW	~178' north of SE Property Corner		/	/	/
		1 1/2"	1 1/2" Copper Service Line	Coors Blvd NW	~178' north of SE Property Corner		/	/	/
		3/4"	Abandon Existing 3/4" Water Meter	Coors Blvd NW	~178' north of SE Property Corner		/	/	/
		4' Dia	SAS Manhole	Fortuna Rd.	23' North of NW Property Corner		/	/	/
		8"	60 LF PVC Service Line	Fortuna Rd.	23' North of NW Property Corner	60 LF east of NW Property Corner	/	/	/
		4' Dia	SAS Manhole	Fortuna Rd.	60' east from NW Property Corner		/	/	/
		8"	27 LF PVC Service Line	Fortuna Rd.	60' east from NW Property Corner	27 LF southeast	/	/	/
		4' Dia	SAS Manhole	Fortuna Rd.	85' east from NW Property Corner		/	/	/
		8"	185 LF PVC Service Line	Fortuna Rd.	85' east from NW Property Corner	185 LF southeast to existing SAS Manhole on Coors	/	/	/
		~236 LF	ROW Dedication	Coors Blvd NW	NE Property Corner	SE Property Corner	/	/	/

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Cnst Engineer
							/	/	/
							/	/	/

Approval of Creditable Items: \_\_\_\_\_

Impact Fee Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

City User Dept. Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.  
 Street lights per City requirements.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
Morey Walker	DRB CHAIR - date Ernest Amigo Jul 13, 2023	PARKS & RECREATION - date William Babin Jul 13, 2023
Walker Engineering	TRANSPORTATION DEVELOPMENT - date [Signature] Jul 13, 2023	AMAFCA - date [Signature] Jul 13, 2023
FIRM	UTILITY DEVELOPMENT - date [Signature] Jul 13, 2023	CODE ENFORCEMENT - date [Signature] Jul 13, 2023
SIGNATURE - date	CITY ENGINEER - date [Signature] Jul 13, 2023	- date

DESIGN REVIEW COMMITTEE REVISIONS			
REVISION	DATE	DRC CHAIR	AGENT / OWNER